

REMARKS

Status of the Claims

Claims 1, 3, 8, 11-13, 15, 18, and 19 (Currently Amended)

Claims 2, 4, 5-7, 9, 10, 14, 16, 17, and 20 (Original)

Claim Rejections under 35 U.S.C. § 112

The Examiner has rejected claims 3, 8-14, 18, and 19 under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. It is the Examiner's position that the terms "adjacent" and "add-on" service as defined in the specification (Pg. 9, ll. 13-22) and the claims are inconsistent. Applicant has amended claims 1, 8, and 15 to more clearly define the present invention. In view of Applicant's amended claims, Applicant respectfully traverses the rejections.

As indicated in Applicant's specification, add-on and adjacent services are provided by a single vendor (Pg. 9, ll. 13-22). As further indicated in Applicant's specification, each vendor may have one or more service providers (Pg. 8, ll. 8-12). Service providers are employees or other individuals at the vendor's business location who can provide services to customers. Applicant's amended claims indicate clearly that service providers according to the present invention provide services at vendor locations and are selected after the customer selects the vendor. Add-on and adjacent services, therefore, are provided by the same vendor, but may be provided by different service providers of the vendor. Applicant respectfully submits therefore, that amended claims 1, 8, and 15 overcome the Examiner's rejections.

With respect to claim 3, the Examiner has asked whether a customer that provides an adjacent service selection has provided an actual service selection. Applicant has amended claims 1 and 3 to indicate that a customer selects a service and then optionally selects an adjacent service related to the selected service. Applicant respectfully submits amended claims 1 and 3 overcome the Examiner's rejections.

With respect to claim 12, the Examiner has noted that the claim refers to an adjacent service but states that the service is performed at the same time as the selected service. Applicant has amended claim 12 to indicate that the adjacent service is performed before or after the selected service. Applicant has further amended claim 8 to indicate that the services are provided by service providers at the vendor. Adjacent services therefore, may be performed by a different service provider, but are performed at the vendor's location in connection with the primary service. Applicant respectfully submits amended claims 8 and 12 overcome the Examiner's rejection.

With respect to claim 13, it is the Examiner's position that Applicant has not differentiated scheduling of an appointment at a time another customer has scheduled an appointment and scheduling an appointment time that has been confirmed for another customer. Applicant has amended claim 13 to indicate that the time selected by a customer may be the same time that another customer has a confirmed appointment. Applicant respectfully submits that amended claim 13 overcomes the Examiner's rejection.

Claim Rejections under 35 U.S.C. § 102

The Examiner has rejected claims 1, 2, and 4 under 35 U.S.C. § 102(e) as being anticipated by Ralston (US Pat. No. 6,389,454). It is the Examiner's position that Ralston discloses an appointment scheduling software application that allows a customer to select a vendor, service, service provider, add-on service, and appointment date and time. Applicant has amended claim 1 to indicate that customers select an appointment from an appointment book for a service provider, that a service provider provides the service for the selected vendor, and that an add-on service is related to the service selected by the customer. In view of Applicant's amended claim 1, Applicant respectfully traverses the rejections.

Ralston discloses a multi-facility appointment scheduling system in which a customer provides appointment preference data (date, time, specific facility as indicated in Col. 4, ll. 50-57) that is submitted to a scheduling system that analyzes the data and other service constraints to "generate a predetermined number of appointment candidates" (Col. 5, ll. 17-20). The customer is permitted to select an appointment from the set of appointment candidates. Customers are not provided with access to the entire schedule and they must provide appointment preference data before they are presented with appointment options.

In contrast to Ralston's set of appointment candidates from which a customer may select, Applicant's invention allows customers to see the entire schedule for a service provider when selecting an appointment date and time. They are not required to provide preferences related to the appointment date and time prior to seeing the available appointment options. Claim 1 has been amended to indicate that an

appointment book of dates and times is presented to customers. Applicant respectfully submits that amended Claim 1 patentably defines the present invention and is distinguishable over the Ralston reference.

Applicant further respectfully submits that the Ralston reference does not teach an appointment book or scheduling for a specific service provider. As indicated in Applicant's specification, service providers are the individuals who provide the services for the vendors (Pg. 8, ll. 8-12). Because each individual service provider may require a different amount of time to provide a particular service, each service provider has his or her own appointment book so that the appropriate amount of time for each service is allotted. For example, one service provider may need only 30 minutes to provide a haircut while another service provider requires 40 minutes. The appointment book for each service provider reflect these differences in amount of time that is needed for a service. Applicant respectfully submits that the Ralston reference teaches only scheduling of appointments without regard to the service provider and therefore, cannot support the present rejections.

Applicant further respectfully submits that the Ralston reference does not teach add-on services of any kind. The Examiner has not cited any passage of Ralston that suggests a customer may schedule an add-on service (e.g., moustache trim) to be provided at the time of the primary service (e.g., haircut). Applicant respectfully submits that therefore, that the Ralston reference cannot support the present rejections.

Applicant respectfully submits that amended claim 1 patentably defines the present invention and therefore, claims 2 and 4 which depend from claim 1 patentably define the present invention.

The Examiner has rejected claims 15-17 under 35 U.S.C. § 102(e) as being anticipated by O' Connor (Pub. No. 2001/0011225). It is the Examiner's position that O'Connor teaches at pg. 2 [0023] prompting a user for service offering information, prompting a user for service provider information, and prompting a user to assign service providers to service offerings. Applicant has amended claim 15 to indicate that service provider information relates to individuals who provide services for the vendor. In view of Applicant's amended claim 15, Applicant respectfully traverses the rejections.

O' Connor teaches at pg. 2 [0023] that businesses (i.e., vendors) may provide business profile and configuration information for use in appointment scheduling and updating. O' Connor does not provide specific details about the business profile and configuration information and there is no teaching or even suggestion that information about individual service providers at the business is provided. As indicated in Applicant's specification, service providers are the individuals who provide the services for the vendors (Pg. 8, II. 8-12). Service provider information and service offering information is collected so that appointment books may be created for each service provider at the vendor. Applicant respectfully submits that O' Connor does not teach or even suggest that service provider and service offering information is provided and that service providers are assigned to service offerings. Applicant respectfully submits that amended claim 15 patentably defines the present invention and therefore, claims 16 and 17 which depend from claim 15 patentably define the present invention.

Claim Rejections under 35 U.S.C. § 103

The Examiner has rejected claims 5 and 6 under 35 U.S.C. § 103(a) as being unpatentable over Ralston and further in view of Whyel (Pub. No. 2001/0027481). It is the Examiner's position Ralston discloses Applicant's invention except for sending of email confirmations. It is the Examiner's position Whyel teaches email confirmations.

Applicant has amended claim 1 from which claims 5 and 6 depend. In view of Applicant's amended claim 1, Applicant respectfully traverses the rejections. Applicant respectfully submits that for the reasons cited previously, the Ralston reference does not support the rejection of amended claim 1 and therefore, does not render claims 5 and 6 obvious and cannot be combined with the Whyel reference to support the rejection of claims 5 and 6.

The Examiner has rejected claims 3 and 7 under 35 U.S.C. § 103(a) as being unpatentable over Ralston and further in view of O' Connor. It is the Examiner's position Ralston discloses Applicant's invention except for adjacent service selections. It is the Examiner's position that O' Connor teaches advertisements with hyperlinks. The Examiner has further taken official notice that the advertisement could be for an adjacent service.

Applicant respectfully traverses the rejections and traverses the Examiner's official notice that an advertisement could be for an adjacent service. The Examiner has not provided any evidence that the advertisements of O' Connor could be for adjacent services. Applicant respectfully requests that the Examiner provide evidence that the advertisements of O' Connor are for adjacent services. The advertisements of O' Connor relate to the business providing the service, but not a particular service

offered by the business or more importantly, the service selected by a customer. Applicant's specification (Pg. 9, ll. 13-22) and amended claims 3, 11, 12, and 19 indicate that adjacent services are related to the primary service selected by the customer and are provided before or after the selected service. There is no teaching or even a suggestion in O' Connor that the advertisement relates in any way to a particular service selected by a customer.

Applicant has amended claim 1 from which claims 3 and 7 depend. Applicant respectfully submits that for the reasons cited previously, the Ralston reference does not support the rejection of amended claim 1. Furthermore, O' Connor does not disclose adjacent services as claimed. Applicant respectfully submits therefore, that Ralston and O' Connor do not render claims 3 and 7 obvious and cannot be combined to support the rejection of claims 3 and 7.

The Examiner has rejected claims 8-12 and 18-20 under 35 U.S.C. § 103(a) as being unpatentable over O' Connor. It is the Examiner's position O' Connor teaches Applicant's invention as in claim 8 except for an add-on service. It is the Examiner's position that O' Connor teaches advertisements with hyperlinks. The Examiner has further taken official notice that the advertisement could be for an add-on service. Applicant has amended claim 8 to indicate that customers select a service provider that provides the service for the selected vendor and that an add-on service is related to the service selected by the customer. In view of Applicant's amended claims 8, 11, 12, 15, 18, and 19, Applicant respectfully traverses the rejections.

O' Connor teaches at pg. 2 [0023] that businesses (i.e., vendors) may provide business profile and configuration information for use in appointment scheduling and

updating. O' Connor does not provide specific details about the business profile and configuration information and there is no teaching or even a suggestion that information about individual service providers at the business is provided. As indicated in Applicant's specification, service providers are the individuals who provide the services for the vendors (Pg. 8, ll. 8-12). Service provider information and service offering information is collected so that appointment books may be created for each service provider at the vendor. Applicant respectfully submits that O' Connor does not teach or even suggest that service provider and service offering information is provided or that service providers are assigned to service offerings so that appointment books for each service provider may be created. Applicant respectfully submits that amended claim 8 patentably defines the present invention and therefore, claims 9-12 which depend from claim 8 patentably define the present invention.

The Examiner further states that O' Connor does not specifically disclose prompting a customer to select an add-on service but does disclose each subscribing business presenting an advertisement with hyperlinks. The Examiner takes official notice that the advertisement could be for an add-on service. Applicant traverses the Examiner's official notice that an advertisement could be for an add-on service. The Examiner has not provided any evidence that the advertisements of O' Connor could be for add-on services. Applicant respectfully requests that the Examiner provide evidence that the advertisements of O' Connor are for add-on services. The advertisements of O' Connor relate to the business providing the service, but not a particular service offered by the business or more importantly, the service selected by a customer. Applicant's specification (Pg. 9, ll. 13-22) and amended claims 1, 3, 11, 12, 18, and 19 indicate that

add-on services as well as adjacent services are related to the primary service selected by the customer and that add-on services are provided at the same time as the selected service. There is no teaching or even a suggestion in O' Connor that the advertisement relates in any way to a particular service selected by a customer or that it relates to an additional service to be performed during the appointment for the primary service.

Applicant has amended claim 8 from which claims 9-12 depend and claim 15 from which claims 18-20 depend. Applicant respectfully submits that for the reasons cited previously, the O' Connor reference does not support the rejection of amended claim 8 and does not render claims 8-12 obvious. Applicant further respectfully submits therefore, that O' Connor does not disclose or suggest add-on or adjacent services and therefore, does not support the rejection of claims 18 and 19. Finally, for reasons cited previously, Applicant respectfully submits that O' Connor does not disclose scheduling of appointments with individual service providers at a vendor as in claim 15 and therefore, does not render obvious claim 20 from which claim 15 depends.

The Examiner has rejected claims 13 and 14 under 35 U.S.C. § 103(a) as being unpatentable over O' Connor and further in view of Mozayeny (Pub. No. 2002/0035493). With respect to claim 13, it is the Examiner's position O' Connor discloses the method of claim 8 except for the steps of prompting a customer to schedule an appointment at the same time as a confirmed appointment for another customer. Applicant has amended claim 13 to further clarify the present invention. In view of Applicant's amended claim 13, Applicant respectfully traverses the rejection.

Mozayeny teaches a system and method for scheduling appointments in which availability information from one party is compared with an appointment request from

another party. (Pg. 2, [0014]). One party must provide availability information until a mutually convenient time is for the parties is determined. As a result, a party may be required to make several requests before an appointment is actually scheduled. If several parties are involved, each party may be required to make multiple requests or provide availability information multiple times before a mutually convenient time is determined. Applicant respectfully submits that determining a mutually convenient time for parties to meet is not double-booking.

In contrast to the teachings of Mozayeny, Applicant's invention allows a customer who would like to make an appointment to see the entire schedule of a service provider so that the party requesting the appointment can simply select a date and time when the service provider is available. The invention supports double-booking by allowing a customer to schedule an appointment for a date and time that has already been confirmed for another customer. Amended claim 8 indicates clearly that each service provider has his or her own appointment book and amended claim 13 indicates that appointments in a service provider's appointment book may be double-booked. Applicant respectfully submits therefore, that Mozayeny does not teach or even suggest double-booking of appointments as taught by Applicant. Applicant further respectfully submits that for reasons cited previously, the O' Connor reference does not support the rejection of amended claim 8, and that O' Connor when combined with Mozayeny does not render obvious amended claim 13 which depends from claim 8.

With respect to claim 14, it is the Examiner's position that Mozayeny teaches email confirmations. Applicant respectfully submits that for reasons cited previously, the O' Connor reference does not support the rejection of amended claim 8, and that O'

Connor when combined with Mozayeny does not render obvious amended claim 14 which depends from claim 8.

In view of the foregoing Amendments and Remarks, Applicant respectfully submits that the present application is now in condition for allowance and respectfully requests such action.

Respectfully submitted,

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